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PLAINTIFFS' COUNSEL LISTED ON SECOND PAGE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ROBERT CRIDER, on behalf of himself and others similarly situated,

CASE NO. C 08-4288-EMC

**[PROPOSED] JUDGMENT**

DATE: August 19, 2009  
TIME: 2:30 p.m.  
CTRM: C, 15th Floor

**HONORABLE EDWARD M. CHEN**

Plaintiff,

vs.

WACHOVIA CORPORATION, a corporation, WACHOVIA MORTGAGE CORPORATION, a corporation, WACHOVIA COMMERCIAL MORTGAGE, INC., a corporation, WACHOVIA FINANCIAL SERVICES, INC., WACHOVIA MORTGAGE, FSB an entity form unknown, WACHOVIA, an entity form unknown, and DOES 1 through 50, inclusive,

## Defendants.

**Other Case Affected by Settlement:** *Sones v. World Mortgage Company*, Case No. 3:08-cv-04811-CRB

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22 Settlement Class

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35 Attorneys for Plaintiff JOHN SONES and  
36 proposed Settlement Class  
37 (Plaintiff in related action to be dismissed as part of this settlement)

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1           This matter came on for hearing upon the joint application of the Settling Parties  
2 for approval of the settlement set forth in the Stipulation of Settlement (the "Stipulation"). Due  
3 and adequate notice having been given to the Class, and the Court having considered the  
4 Stipulation, all papers filed and proceedings had herein and all oral and written comments  
5 received regarding the proposed settlement, and having reviewed the record in this Litigation, and  
6 good cause appearing,

7           IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

8           1.       The Court, for purposes of this Judgment and Order of Dismissal  
9 ("Judgment"), adopts all defined terms as set forth in the Stipulation Re: Settlement of a Class  
10 Action ("Stipulation") filed in this case.

11           2.       The Court has jurisdiction over the subject matter of the Crider Litigation,  
12 the Class Representatives, the other Members of the Settlement Class and Wachovia.

13           3.       The Court finds that the distribution of the Notice to Class Members Re:  
14 Pendency of Class Action as provided for in the Order Granting Preliminary Approval for the  
15 Settlement and Setting Hearing on Proposed Settlement, constituted the best notice practicable  
16 under the circumstances to all Persons within the definition of the Class, and fully met the  
17 requirements of due process under the United States Constitution and California law. Based on  
18 evidence and other material submitted in conjunction with the Settlement Hearing, the actual  
19 notice to the class was adequate. The Court further finds that the Settling Parties have further  
20 satisfied the requirements of notice to pertinent government agencies set forth in the federal Class  
21 Action Fairness Act, i.e., 28 U.S.C. § 1715.

22           4.       The Court finds in favor of settlement approval.

23           5.       The Court approves the settlement of the above-captioned action and  
24 related case, as set forth in the Stipulation, each of the releases and other terms, as fair, just,  
25 reasonable and adequate as to the Settling Parties. The Settling Parties are directed to perform in  
26 accordance with the terms set forth in the Stipulation.

27           6.       Except as to any individual claim of those Persons (identified in

1 Attachment A hereto) who have validly and timely requested exclusion from the Settlement  
2 Class, all of the Released Claims are dismissed with prejudice as to the Class Representatives and  
3 the other Members of the Settlement Class. The Settling Parties are to bear their own costs,  
4 except as otherwise provided in the Stipulation.

5           7. Solely for purposes of effectuating this settlement, this Court has certified a  
6 class of all Members of the Settlement Class, as that term is defined in and by the terms of the  
7 Stipulation, and the Court deems this definition sufficient for purposes of due process and Rule  
8 23.

9           8. With respect to the Settlement Class and for purposes of approving this  
10 settlement, this Court finds and concludes that: (a) the Members of the Settlement Class are  
11 ascertainable and so numerous that joinder of all members is impracticable; (b) there are  
12 questions of law or fact common to the Settlement Class, and there is a well-defined community  
13 of interest among Members of the Settlement Class with respect to the subject matter of the  
14 Litigation; (c) the claims of Class Representatives John Sones and Robert Crider are typical of the  
15 claims of the Members of the Settlement Class; (d) The Class Representatives have fairly and  
16 adequately protected the interests of the Members of the Settlement Class; (e) a class action is  
17 superior to other available methods for an efficient adjudication of this controversy; and (f) the  
18 counsel of record for The Class Representatives, *i.e.*, Class Counsel, are qualified to serve as  
19 counsel for the plaintiffs in their individual and representative capacities and for the Settlement  
20 Class.

21           9. By this Judgment, The Class Representatives shall release, relinquish and  
22 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation  
23 of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all  
24 Released Claims (including Unknown Claims). The Released Claims, as more fully defined in  
25 the Stipulation, include any and all claims, demands, rights, liabilities and causes of action of  
26 every nature and description whatsoever including without limitation statutory, constitutional,  
27 contractual or common law claims, whether known or unknown, whether or not concealed or  
28 hidden, against the Wachovia Releasees, or any of them, that accrued at any time from July 1,  
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1 2007 through the Preliminary Approval Date for any type of relief, including without limitation  
2 claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages,  
3 interest, attorney fees, litigation costs, restitution, or equitable relief, based on the following  
4 categories of allegations: (a) any and all claims, including without limitation claims for unpaid  
5 overtime wages or meal and rest period violations, alleging, or flowing from alleged,  
6 misclassification of employees as exempt employees, *i.e.*, employees who are exempt under  
7 federal and/or California law from premium overtime requirements, meal and rest period  
8 requirements, or all other wage and hour requirements imposed on employees who do not qualify  
9 for any exemption, including without limitation the outside salesperson exemptions set forth in  
10 state and federal law; (b) any and all claims for failure to reimburse or cover or pay for business  
11 costs, including without limitation claims for reimbursement of costs spent on or imposed for any  
12 type of business expenses or supplemental support staff; (c) any and all claims for failure to give  
13 adequate notice or follow proper procedures under the California Worker Adjustment and  
14 Retraining Notification Act, California Labor Code section 1401 *et seq.* or the federal Worker  
15 Adjustment and Retraining Notification Act, 29 U.S.C. section 2101 *et seq.*; and (d) to the extent  
16 not covered above, any claim pled in either the *Crider* or *Sones* litigation.

17 10. Neither the Stipulation nor the settlement contained therein, nor any act  
18 performed or document executed pursuant to or in furtherance of the Stipulation or the settlement:  
19 (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of  
20 any Released Claim, or of any wrongdoing or liability of Wachovia or any of the Wachovia  
21 Releasees; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of,  
22 any fault or omission of Wachovia or any of the Wachovia Releasees in any civil, criminal or  
23 administrative proceeding in any court, administrative agency or other tribunal. In the event that  
24 the Effective Date does not occur, Wachovia shall not be estopped or otherwise precluded from  
25 contesting class or collective action certification in the Litigation on any grounds. Wachovia or  
26 any of the Wachovia Releasees may file the Stipulation and/or the Judgment from this Litigation  
27 in any other action that may be brought against them in order to support a defense or counterclaim  
28 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment  
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1 bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or  
2 counterclaim.

3           11. The only Settlement Class Members entitled to payment pursuant to this  
4 Judgment are Participating Claimants. Neither the Stipulation nor this Judgment will result in the  
5 creation of any unpaid residue or residual.

6           12. Wachovia has agreed to pay Class Counsel their reasonable attorneys' fees  
7 and allowable litigation costs in this matter in the total amount of \$222,500, and Wachovia has  
8 agreed to pay an enhancement to the Class Representatives John Sones and Robert Crider to  
9 reimburse them for their unique services in the amount of \$10,000 each. The Court finds that  
10 these agreements are fair and reasonable. Wachovia is directed to make such payments in  
11 accordance with the terms of the Stipulation.

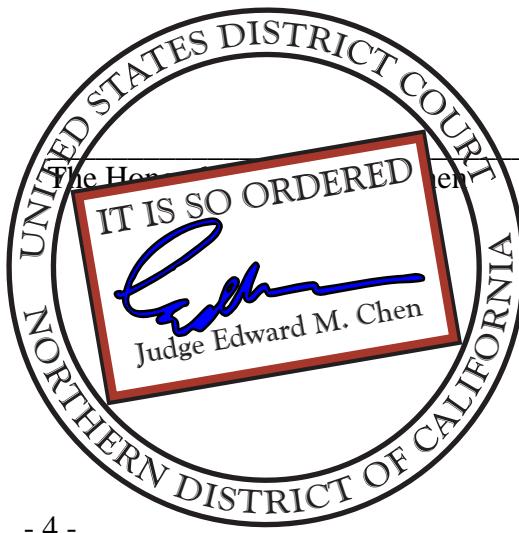
12           13. The Court reserves exclusive and continuing jurisdiction over the Crider  
13 Litigation and Sones Litigation, The Class Representatives, the Settlement Class and Wachovia  
14 for the purposes of supervising the implementation, enforcement, construction, administration and  
15 interpretation of the Stipulation and this Judgment. The Crider Litigation is dismissed with  
16 prejudice, and the Sones Litigation is dismissed with prejudice.

17           14. This document shall constitute a judgment (and separate document  
18 constituting said judgment) for purposes of Federal Rule of Civil Procedure, Rule 58.

19 IT IS SO ORDERED.

20  
21 DATED: \_\_\_\_\_  
22 August 20, 2009  
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1 EXHIBIT A  
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3 KIRK JAMES BEVAN  
4 IVANNA HUEZO CABAHIT  
5 CAROLINE DADESHO  
6 VICTORIA C. DAVIS  
7 LETICIA DELGADILLO  
8 MARGARITA R. DOUGLAS  
9 MAURINE FONG  
10 KIM GILLILAND  
11 CYNTHIA GOODENOUGH  
12 CATHERINE ANN MCKEAN  
13 RICHARD L. TROEDSON  
14 ZAHERA YOUSOFZOY  
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